

**STATE OF MISSOURI
MISSOURI BOARD OF PHARMACY**

IN RE:)	
)	
BRETT M. COURTRIGHT)	
License No. 2015022950)	Complaint No. 2018-001849-F1
7208 Jefferson Street)	
Kansas City, MO 64114)	

**SETTLEMENT AGREEMENT BETWEEN THE
MISSOURI BOARD OF PHARMACY AND BRETT M. COURTRIGHT**

Come now Brett M. Courtright, R. Ph. ("Respondent" or "Licensee") and the Missouri Board of Pharmacy ("Board" or "Petitioner") and enter into this Settlement Agreement for the purpose of resolving the question of whether Respondent's license to practice pharmacy will be subject to discipline.

Pursuant to the terms of Section 536.060, RSMo, the parties hereto waive the right to a disciplinary hearing before the Board under Section 338.065, RSMo, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Respondent acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to a decision upon the record by the Board concerning the charges pending against him and any resulting discipline, at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Respondent knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Respondent acknowledges that he has received a copy of the Felony Complaint filed with the Board.

For the purpose of settling this dispute, Respondent stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Respondent's license to practice pharmacy, numbered 2015022950, is subject to disciplinary action by the Board in accordance with the provisions of Chapters 338, 536, and 621, RSMo.

JOINT STIPULATION OF FACTS

1. The Board is an agency of the State of Missouri created and established pursuant to Section 338.140, RSMo¹, for the purpose of executing and enforcing the provisions of Chapter 338, RSMo.

2. Brett M. Courtright ("Respondent") holds Missouri pharmacist license number 2015022950. Respondent's license was current and active at all times relevant herein.

3. On or about March 12, 2016, Respondent executed a Plea Agreement pursuant to which he pleaded guilty to Counts Two and Six of an Indictment filed against him in the United States District Court, Western District of Missouri, Case No. 4:16 CR 00348 GAF.

4. With regard to Count Two -- Conspiracy to Violate the Food, Drug, and Cosmetics Act -- he pleaded guilty to violating 18 U.S.C. §§ 371 and 545, and 21 U.S.C. §§ 331(c) and 333(a)(2).

5. With regard to Count Six -- Conspiracy to Dispense a Controlled Substance Outside the Scope of Legitimate Medical Practice and Not for a Legitimate Medical Purpose -- he pleaded guilty to violating 21 U.S.C. §§ 841(a)(1) and (b)(1)(C) and § 846.

¹ All statutory references are to the Revised Statutes of Missouri 2016 unless otherwise indicated.

6. Respondent acknowledged in the Plea Agreement that he knowingly committed these offenses and that they are felonies.

7. 18 U.S.C. § 545, an essential element of which fraud, dishonesty, and/or involves moral turpitude, provides in relevant part:

Whoever knowingly and willfully, with intent to defraud the United States, smuggles, or clandestinely introduces or attempts to smuggle or clandestinely introduce into the United States any merchandise which should have been invoiced, or makes out or passes, or attempts to pass, through the customhouse any false, forged, or fraudulent invoice, or other document or paper; or

Whoever fraudulently or knowingly imports or brings into the United States, any merchandise contrary to law, or receives, conceals, buys, sells, or in any manner facilitates the transportation, concealment, or sale of such merchandise after importation, knowing the same to have been imported or brought into the United States contrary to law—

Shall be fined under this title or imprisoned not more than 20 years, or both.

8. 18 U.S.C. § 371, an essential element of which fraud, dishonesty, and/or involves moral turpitude, provides in relevant part:

If two or more persons conspire either to commit any offense against the United States, or to defraud the United States, or any agency thereof in any manner or for any purpose, and one or more of such persons do any act to effect the object of the conspiracy, each shall be fined under this title or imprisoned not more than five years, or both.

9. 21 U.S.C. § 331(c), an essential element of which fraud, dishonesty, and/or involves moral turpitude and/or is an offense reasonably related to the qualifications, functions, or duties of the practice of pharmacy, provides in relevant part:

(c) The receipt in interstate commerce of any food, drug, device, tobacco product, or cosmetic that is adulterated or misbranded, and the delivery or proffered delivery thereof for pay or otherwise.

10. 21 U.S.C. § 333(a)(2), an essential element of which fraud, dishonesty, and/or involves moral turpitude and/or is an offense reasonably related to the qualifications, functions, or duties of the practice of pharmacy, provides in relevant part:

(a) Violation of section 331 of this title; second violation; intent to defraud or mislead

(1) Any person who violates a provision of section 331 of this title shall be imprisoned for not more than one year or fined not more than \$1,000, or both.

(2) Notwithstanding the provisions of paragraph (1) of this section¹, if any person commits such a violation after a conviction of him under this section has become final, or commits such a violation with the intent to defraud or mislead, such person shall be imprisoned for not more than three years or fined not more than \$10,000, or both.

11. 21 U.S.C. § 841(a)(1) and (b)(1)(C), an essential element of which fraud, dishonesty, and/or involves moral turpitude and/or is an offense reasonably related to the qualifications, functions, or duties of the practice of pharmacy, provides in relevant part:

(a) Unlawful acts

Except as authorized by this subchapter, it shall be unlawful for any person knowingly or intentionally--

(1) to manufacture, distribute, or dispense, or possess with intent to manufacture, distribute, or dispense, a controlled substance; or

(b) Penalties

Except as otherwise provided in section 849, 859, 860, or 861 of this title, any person who violates subsection (a) of this section shall be sentenced as follows:

(1)(C) In the case of a controlled substance in schedule I or II, gamma hydroxybutyric acid (including when scheduled as an approved drug product for purposes of section 3(a)(1)(B) of the Hillary J. Farias and Samantha Reid Date-Rape Drug Prohibition Act of 2000), or 1 gram of flunitrazepam, except as provided in subparagraphs (A), (B), and (D), such person shall be sentenced to a term of imprisonment of not more than 20 years and if death or serious bodily injury results from the use of such substance shall be sentenced to a term of imprisonment of not less than twenty years or more than life, a fine not to exceed the greater of that authorized in accordance with the provisions of Title 18 or \$1,000,000 if

the defendant is an individual or \$5,000,000 if the defendant is other than an individual, or both. If any person commits such a violation after a prior conviction for a felony drug offense has become final, such person shall be sentenced to a term of imprisonment of not more than 30 years and if death or serious bodily injury results from the use of such substance shall be sentenced to life imprisonment, a fine not to exceed the greater of twice that authorized in accordance with the provisions of Title 18 or \$2,000,000 if the defendant is an individual or \$10,000,000 if the defendant is other than an individual, or both. Notwithstanding section 3583 of Title 18, any sentence imposing a term of imprisonment under this paragraph shall, in the absence of such a prior conviction, impose a term of supervised release of at least 3 years in addition to such term of imprisonment and shall, if there was such a prior conviction, impose a term of supervised release of at least 6 years in addition to such term of imprisonment. Notwithstanding any other provision of law, the court shall not place on probation or suspend the sentence of any person sentenced under the provisions of this subparagraph which provide for a mandatory term of imprisonment if death or serious bodily injury results, nor shall a person so sentenced be eligible for parole during the term of such a sentence.

12. 21 U.S.C. § 846, an essential element of which fraud, dishonesty, and/or involves moral turpitude and/or is an offense reasonably related to the qualifications, functions, or duties of the practice of pharmacy, provides in relevant part:

Any person who attempts or conspires to commit any offense defined in this subchapter shall be subject to the same penalties as those prescribed for the offense, the commission of which was the object of the attempt or conspiracy.

13. Respondent admitted in his Plea Agreement that as a pharmacy student and/or pharmacist, he had actual knowledge that controlled substances obtained by Respondent's employer, John Verstraete, from foreign sources were misbranded in violation of the Food, Drug and Cosmetics Act.

14. Respondent further admitted in his Plea Agreement that on various occasions he actually saw patients and/or prescribed controlled substances despite the fact that he was not legally authorized to do so.

15. On October 18, 2018, Respondent was sentenced to a term of probation of 3 years each on Counts 2 and 6, to run concurrently.

16. The Board has jurisdiction and authority to hold an immediate disciplinary hearing and issue discipline based upon Respondent's actions and being found guilty of the felonies referenced above under §338.065.1, RSMo, to wit

1. At such time as the final trial proceedings are concluded whereby a licensee or registrant, or any person who has failed to renew or has surrendered his or her certificate of registration or authority, permit, or license, has been adjudicated and found guilty, or has entered a plea of guilty or nolo contendere, in a felony prosecution pursuant to the laws of the state of Missouri, the laws of any other state, territory, or the laws of the United States of America for any offense reasonably related to the qualifications, functions or duties of a licensee, permittee, or registrant pursuant to this chapter or any felony offense, an essential element of which is fraud, dishonesty or an act of violence, or for any felony offense involving moral turpitude, whether or not sentence is imposed, the board of pharmacy may hold a disciplinary hearing to singly or in combination censure or place the licensee, permittee, or registrant named in the complaint on probation on such terms and conditions as the board deems appropriate for a period not to exceed five years, or may suspend, for a period not to exceed three years, or revoke the license, certificate, registration or permit.

JOINT AGREED DISCIPLINARY ORDER

A. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §§338.065, 536.060, and 621.045, RSMo. Respondent's pharmacist license, number 2015022950, shall be placed **PROBATION for a period of FIVE (5) YEARS** ("disciplinary period"). The terms of discipline shall be:

The following terms apply for the entire disciplinary period.

1. Respondent shall comply with all applicable provisions of Chapter 338, Chapter 195, Chapter 196 and all applicable federal and state pharmacy/drug laws and regulations

and all federal and state criminal laws. "State" here includes the State of Missouri and all other states and territories of the United States.

2. Respondent shall not serve as pharmacist-in-charge or manager-in-charge of any entity licensed or regulated by the Board. Additionally, Respondent shall not serve as a consultant required by a Board disciplinary order for any pharmacy/drug distributor.
3. Respondent shall keep the Board apprised of his current home, electronic mail (e-mail) and work addresses and telephone numbers. Respondent shall notify the Board of any change in Respondent's employer or Respondent's home or work address within ten (10) days of such change in a manner approved by the Board. For employer/work changes, Respondent's notification shall include the reasons for the change. If at any time Respondent is employed by a temporary employment agency or maintains employment that requires frequent daily or weekly changes of work location he must provide the Board a list of locations worked if requested by the Board or Board's representative.
4. If Respondent's license expires or becomes void/invalid, upon renewal or reapplication, Respondent's license shall be subject to all terms and conditions of discipline not previously satisfied, including any remaining suspension/probationary period.
5. Respondent shall cooperate with the Board's monitoring and investigation of Respondent's compliance with the terms and conditions of this Settlement Agreement. Respondent shall make himself available for personal interviews to be conducted by a member of the Board or the Board of Pharmacy staff. Said meetings shall be at the Board's discretion and may occur periodically during the disciplinary period.
6. Respondent shall respond to any written inquiry of the Board and provide any requested documentation/records within three (3) days of receipt of a written request from the Board or the Board's authorized designee, or as otherwise requested by the Board/Board designee.
7. If requested by the Board, Respondent shall submit to a criminal history background check via the Board's approved vendor at Respondent's cost. Unless otherwise directed by the Board, Respondent shall submit the required fingerprints and undergo the requested criminal history background check within ten (10) days of the Board's request.
8. Respondent shall submit to any drug, alcohol or urinalysis testing requested by the Board, at Respondent's cost. Testing may be conducted on any human sample, including, but not necessarily limited to, urine, blood, breath, hair, nails, skin or saliva. The timing, manner and scheduling for testing is within the Board's sole discretion.
9. Respondent shall report any of the following occurrences to the Board, in writing, within seventy-two (72) hours of such occurrence:
 - a. Any arrest or issuance of a criminal complaint;

- b. Any municipal/local arrest, citation or complaint relating to drugs, theft, shoplifting, burglary, possession of drug paraphernalia, driving or operating a motor vehicle under the influence/while intoxicated or illegally possessing, selling or purchasing alcohol, any drug or drug paraphernalia;
- c. A finding or plea of guilty or nolo contendere in any state or federal criminal proceeding to any criminal complaint, information or indictment, including, but not limited to, any deferred or diverted adjudication, order or agreement;
- d. A conviction of any crime, including, but not limited to, any Suspended Imposition of Sentence ("SIS") or Suspended Execution of Sentence ("SES");
- e. A finding by a court that Respondent has violated any term of his criminal probation/parole;
- f. Any discipline, citation, or other administrative action filed or taken against Respondent by any state board/committee of pharmacy, or any other state or federal agency.

Failure to timely report any of the foregoing occurrences shall be considered a disciplinary violation.

- 10. If Respondent is currently or begins serving any period of criminal probation/parole, Respondent shall provide the name of his probation/parole officer to the Board, in writing, within ten (10) days of the effective date of this Agreement or within ten (10) days of the designation of a probation/parole officer. If Respondent's probation/parole officer is changed for any reason, Respondent shall submit the name of the replacement officer to the Board within ten (10) days of the change/modification. Respondent shall execute a release authorizing his probation or parole officer to provide to the Board any information relating to Respondent's probation or parole. Respondent shall maintain the release in effect and shall provide an updated release if requested by the Board.
- 11. Respondent shall file a "Disciplinary Compliance Report" with the Board in a form/manner approved by the Board. The Disciplinary Compliance Report shall be due by January 1 and July 1 of each calendar year. Respondent's final Disciplinary Compliance Report shall be filed no later than ninety (90) days before the end of the probationary period.
- 12. Respondent's failure to comply with any condition of discipline set forth herein constitutes a violation of this Agreement.
- 13. The parties to this Agreement understand that the Board of Pharmacy will maintain this Agreement as an open record of the Board as provided in Chapters 324, 338, 610, RSMo.

14. Respondent shall not be personally involved in any aspect of a pharmacy's processing, dispensing, or billing of any prescription for himself or any family member, including, but not limited to, recording any telephone prescription or verbal refill authorization.

NOTICE TO EMPLOYERS

15. If applicable, Respondent shall notify any employer of the employer's need to apply for and receive the necessary state (misdemeanor/felony) and federal (felony) waivers from the Bureau of Narcotics and Dangerous Drugs and the Drug Enforcement Administration in order to be employed within a facility that maintains state or federal registrations for the purpose of storing, distributing or dispensing controlled substances.
16. Except as otherwise provided herein, "Employment" within the meaning of this Agreement shall include any full-time, part-time, temporary, relief or pharmacy management service as a pharmacist or any position for which a pharmacist license, pharmacy intern license or pharmacy technician registration is a requirement or criterion for employment, regardless of whether Respondent is an employee, independent contractor, volunteer, instructor or consultant. "Employment" shall also include any entity where legend drugs are stored, sold, dispensed or distributed.
17. Respondent shall notify any current or future employers of this action by providing a copy of this Settlement Agreement to the pharmacist-in-charge or manager-in-charge of any pharmacy or drug distributorship where Respondent is employed, on or before the effective date of discipline or prior to accepting any offer of employment.
 - a. If Respondent is not or will not be employed by a pharmacy or drug distributor, the notice shall be provided to Respondent's direct supervisor at Respondent's current/prospective place of employment, as defined herein, within the timeframes required by this section.
 - b. For purposes of this Agreement, a pharmacy shall also include, but is not limited to, any location providing pharmacy services for inpatients of a licensed hospital or residents of a long term care facility.
18. Respondent shall cause the pharmacist-in-charge, manager-in-charge or supervisor to sign a written acknowledgment on a form approved by the Board indicating that he/she has received and reviewed the Settlement Agreement and the terms and conditions imposed thereby. The written acknowledgement shall be signed and dated by the applicable pharmacist-in-charge, manager-in-charge or supervisor and shall be submitted to the Board by Respondent for verification within ten (10) days of the dated signature. Respondent shall be responsible for ensuring the required signed acknowledgments are timely submitted to the Board.
19. If at any time Respondent is employed by a temporary employment agency, Respondent must provide each employment agency a copy of this Settlement Agreement prior to being assigned to a temporary employment site. Respondent shall also provide a copy of the Settlement Agreement to each pharmacist-in-charge or manager-in-charge of each pharmacy or drug distributor where Respondent is assigned

to work. If the pharmacist-in-charge or manager-in-charge is not present at the employment site, a copy of the Settlement Agreement shall be left at the applicable site for the pharmacist-in-charge/manager-in-charge to review. Respondent shall provide an accurate listing of all employment/work sites where Respondent has been assigned if requested by the Board or the Board's authorized designee.

20. Licensee shall execute any release or provide any authorization necessary for the Board to obtain records of Respondent's employment during the period covered by this Settlement Agreement.

CONTINUING EDUCATION

21. Within three (3) months of the effective date of this Settlement Agreement, Respondent shall take and pass the Board approved Pharmacy Practice Guide Continuing Education Examination, if available. Respondent shall register and complete the required examination via the Board's website or as otherwise requested by the Board.
22. Respondent shall take a minimum of 6.0 continuing education (0.60 CEUs) hours in pharmacy law during each biennial pharmacist renewal period that is completed while Respondent is on discipline. The continuing education required by this section shall comply with 20 CSR 2220-7.080 and may be used to satisfy the licensee's biennial continuing education requirement. Proof of compliance with the continuing education requirements of this section shall be submitted to the Board on or before October 31st of each biennial pharmacist renewal period.

B. Upon the expiration of said discipline, Respondent's license as a pharmacist in Missouri shall be fully restored if all other requirements of law have been satisfied; provided, however, that in the event the Board determines that Respondent has violated any term or condition of this Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Respondent.

C. If the Board determines that Respondent has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of

this Settlement Agreement occurred during the disciplinary period, the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held to determine whether a violation occurred and, if so, it may impose further discipline. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

D. No order shall be entered by the Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

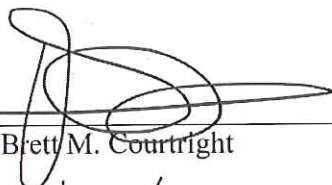
E. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

F. Respondent, together with his heirs and assigns, and his attorneys, do hereby waive and release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this litigation, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement

Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

The Settlement Agreement goes into effect upon signature by the Board's Executive Director.

RESPONDENT
BRETT M. COURTRIGHT



Brett M. Courtright

Date: 3/13/2020


PETITIONER
MISSOURI BOARD OF
PHARMACY

By: 

Kimberly Grinston
Executive Director

Date: 3/13/20 4-13-2020 JB

NEWMAN, COMLEY & RUTH P.C.

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